C.F. 71.

1936.

Department of

OFFICE Board of Rev

STATION Madras

Mis No. 719	
Dated 27. 2. 36.	

74587/35

Pages in the file

(SUBJECT.)

Advances. Loans. (Bellary).

Bellary Tk. Siddammanahalli village - Sy No. 157. Sale for arrears. Sale cancelled.

Fu587

Revenue DEPARTMENT.

From.

T. Bhaskara Rao Esq., I.C.S.,

Collector

Bellary.

To

The Secretary to the Commissioners,

Land Revenue & Settlement,

Madras.

R.O.C. No. 5396/35 A-1 Dated 30th November 1935.

Sir,

ADVANCES - Loans- Bellary Taluk- Siddammana halli village- S.No. 157- Sold for loans arrears Sale not legal- application to cancel the Sale by official receiver- Orders requested.

One Bhimanagowd .N. of Siddammanahalli Village, Bellary Taluk was granted a Takkavi loan of Rs. 200/- in Loan Order A.G.L. 255/33 on the security of S.No. 157 of that village. He applied to the Civil Court for adjudication as insolvent. The Tahsildar of Bellary ordered summary recovery of the entire amount and sold the security land for Rs. 150/- to one Govindagowd, the highest bidder. The Revenue Divisional Officer Bellary confirmed the sale on 30-6-1935. A sum of Rs. 30/- was realised by the sale of the moveable property. To recover the balance of Rs. 20/- the Tahsildar was asked to proceed against S.No. 156 of the same village. The Official receiver was addressed, and the amount due was recovered. Further proceedings were stopped.

2. The Official Receiver advertised the sale of S.No. 157 in September 1935; Govindagowd, the purchaser at Government sale, filed I.A. 1047/35 before the District Munsiff requesting stay of sale on the ground that he had purchased it. The official receiver is contesting the claim on the ground that the revenue sale is null and

and void. The application is posted to 2-12-35 for hearing. Mean while, the orders of the Board in B.P. Misc. 3664 dated 28-9-35 were received pointing out that a sale of lands for arrears not fallen due is null and void. No instalment of the loan advanced had fallen due, nor was there default in its repayment. The said Govinda Gowd has raised crops on the land. He requests that in the event of the sale being cancelled he may be permitted to appropriate for himself the crop now on the land, and that the purchase money be refunded to him. I enclose a copy of his petition for your information. I have asked the official-receiver to stay the sale of the land pending orders of the Board. I request instructions in the matter.

I.S. 2.12.A.

For Collector.

Copy to the Tahsildar, Bellary for information.

Copy of petition dated 25-11-35 from Govindagowd son of Venkatagowd of Siddammanahalli, BellaryTaluk, to the Collector of Bellary.

One Nedukatla Bheemanagowd was adjudged insolvent in I.P. 23/24 of Bellary Munsiff's court.

He had taken a Takkavi Loan on S.No. 157 of Siddammanahalli village. The Tahsildar of Bellary sold the same for the recovery of the said arrears in about May 1935 and I was the last bidder for Rs. 150/-. The amount has been paid by me. I also learn that the loan is now fully discharged.

After purchasing the land, I have cultivated the land and sown corps. The crops raised by me are cotton, Korra, and cholam.

Now the official receiver of Bellary wants to sell the very same land on the alleged authority of some Government order cancelling the Revenue Sale.

As I am a bonafide purchaser for value and have spent money for agricultural operations, I will be put to great loss if the official receiver is allowed to sell it again.

I therefore request that you will be pleased to confirm the sale to me. If, for any reason the sale has to cancelled, the re-sale should be after the removal of my crops or subject to my right to the crops. The sale amount may be ordered to be refunded.

As the matter is pending in Munsiff's court Bellary for receipt of your orders and is posted to 2-12-35 I request urgent orders may be passed.

(True Copy)

4/4 [illegible]

For Collector.

I.S. 2.12.A.

2x11-

O.F.16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying ..		
When copied ..		
When examined ..	Mss 11/12	
When signed ..	DESPATCHED	
When despatched.	11 DEC 1935	

SUBJECT:— Advances. Loans. (Bellary) Bellary Tk. Siddamunachalli village. S. No 157 Sold for loans arrears. Sale not legal.

READ AGAIN, dated 19.

" " " 19.

READ *ALSO*:—

7/1-Def No. 4587/35 From the Collr of Bellary Agrs, No. 5396-37/A1 dated 30-11 1935 Q

" " " " " 19.

" " " " " 19.

Rifle ~~Order~~ ~~Ms.~~ ~~Resolution~~ ~~Rout.~~ No. 4587/35-1, dated 10.12 1935.

11.35/11.11

The Collector is requested to report for what purpose the loan was granted to D. Bhimanagoud &c; whether the work has been carried out and whether there are any other circumstances justifying the Summary recovery of the loan amount. The records connected with the grant of the loan should also be submitted.

10/12/35

To The Collr of Bellary

10/12/35

10/12

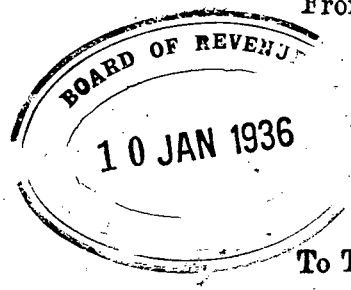
C.F. 32-(a).

DEPARTMENT.

In reply, please quote number, date and short title.*

RP 160
F. 128

Received ..... *Registered* .....



From (Name) T. Bhaskara Rao Esqr. I.C.S.,

(Designation) Collector of

Post Box ....., (Station) Bellary.

Telegraphic Address .....

To The Secretary
Board of Revenue,
Madras.

9 3
ckr
6/1

R. C. *No.* 5396, *dated* 7th January 1936.

Sir,

Advances - loans - Bellary Taluk - Siddammanahalli village - S.No.157 sold for loans - loans records submitted.

Board's Reference 4587/35-1 dated 10-12-35. pref.

ENCLOSURES.....

Loan Records.

(By Regd Post)

SPARE COPIES.....

The loan was granted for the purchase of fodder, but there is no completion report available to show that the work was carried out. Records in Ag.L.255/33 are enclosed. ~~REEEEEEXX~~ This is one of the loans granted by the special staff in 1923. As the number of loans cases to be inspected were too many for the ordinary staff, it was not possible to obtain completion report in all such cases. It is however, presumed that the work was carried out within one month, according to the terms of the loan order.

K.K.R.8-1-35. 9/8/1

For Collector.

C.F.16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying ..		
When copied ..		
When examined		
When signed		
When despatched.	26 JAN 1936	

DESPATCHED

SUBJECT:— Advances. Loans. (Bellary)
Bellary Tk. Siddammanahalli village
S. No 157. Sold for arrears.

READ AGAIN ....., dated ..... 19....

" " ..... " ..... 19....

READ *ALSO*:—

ppl-2 cf 7 No. 4587/35 From the Collr of Bellary Rec, No. 5396/35-A, dated 30.11.1935 Q.

p5 cf " " " Bds Refee: 74587.35-1 & 10.12.35 19 Q.

p7 cf 7 " 128/36 " Collr of Bellary Rc " 5396 Dated " 7.1 1936 Q

Refee ~~Order Ms. Resolution Rout.~~ No. 24587/35-2, dated 20 ~~18~~.1.— 1936

Rec'd 1/1/36.

p7 cf — In this letter Second read above the Collector has not reported on the specific point raised by the Board in its refee No 74587.35-1, dated 10.12.35 viz., whether there are any other ~~circumstances~~ circumstances justifying the Summary recovery of the loan amount. The Collr is requested to do so now.

p5 cf — 2/ The Collector has not stated ~~when~~ the date on which the loan referred to in his letter first read above was granted and whether any instalment was paid by the borrower. He has not also reported the date on which Summary recovery was ordered by the Tahr. and the date when of sale ~~thereof for which~~ a sum of

p1 cf

Rs 150/- was recovered. He has only stated that summary recovery of the loan amount of Rs 200/- Sanctioned in L.O. 255/33 was ordered by the Talk as the borrower applied to the Civil Court for adjudication as insolvent. The loan record received from the Coll. with his letter second read above shows that the loan in L.O. 255 was Sanctioned in 1924, and that it was repayable in 5 annual instalments from the Remarks in red ink at page 13 of the loan file dated 19-9-31 (?) it is seen that the amount was collected in full in 1926 and that the case was closed. It is not therefore clear whether the loan refd. to in the loan record is the same as that refd. to in the ' his letter dated 30-11-35. The Coll. is requested to report clearly on the above points.

He is also requested to report if the loan amount Sanctioned in 1924 was not repaid with in the period allowed what action was taken in the past for the recovery of the amount in question and if no action was taken the reasons therefor should be clearly reported. The records relating to the case including

p1 cf

(Q) p7 cf

p7 g (Q)

p13 g (Q)

(Q) p1 cf

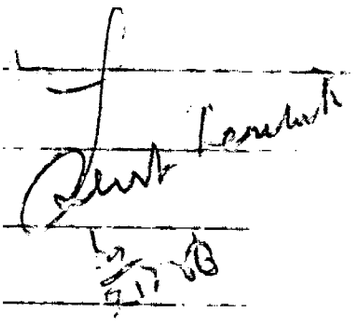
p7 z (Q)

11-3-

the Sale deed should be sent along with the report

To the Collector of Bellary.

with the loan record to be sent with reply



By Registered Post

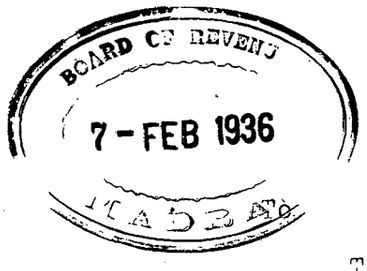
13

RP127.
F-577

From

T. Bhaskara Rao Esq., I.C.S.,

Collector of Bellary.



7 3

The Secretary to the Commissioners,

Board of Revenue,

M A D R A S.

R.C. No. 5396/1935 A-1 dated 4-2-1936.

Sir,

Advances - loans - Bellary taluk Siddammanahalli village - S.No. 157 - sold for arrears - Board's Ref.4587/20-1-1936.

pp9-11 ef

There were no other circumstances justifying summary redovery of the loan advanced, except that he filed an insolvency petition.

2. The date on which the loan was granted and the amount paid was 28-1-1924. No instalment of the loan fell due, and therefore nothing was paid by the borrower. Summary recovery was ordered by the Tahsildar on 11-6-1934, and the sale of the land was held on 8-5-1935. The loan referred to in the letter, is the same as that for which the records are submitted herewith. As the arrears were recovered after the sale of the land hypothecated for the loan, the remark 'amount collected in full and the case is closed' was written on the loans file. The date is 19-9-1935 and not 19-9-1931.

p 78 (P)
p 167 of (P)
(Q)

3. This is an interest free loan case, and no portion of the loan has fallen due for payment since 1924 as the payment of the loan instalment was suspended year after year. If summary recovery had not been ordered, no instalment of

paras 9 of G.O. 624 rev 31-4-30 (R)

the

15

C.F. 16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying		
When copied		
When examined		
When signed		
When despatched.		

SUBJECT :— Advances - Loans - (Bellary).

Bellary Tk. Siddanna Nanabhi Village - S No 157 - Sold for arrears. Sale Cancelled.

READ AGAIN _____, dated _____ 19____.

" " _____ " _____ 19____.

READ *ALSO* :—

p1cf ? No. 488/35 From the Collr of Bellary Doc No. 5996-37, dated 30-11-1935.

p2cf ? " 128/36 " do " do " 7.1.1936.

p13cf ? " 522/36 " do " do " 4.2.1936.

~~Order~~ Resolution ~~Rout.~~ Ms. No. 719, dated 27.2.36 19____.

In view of the Advocate General's opinion communicated with Rs No 3664, mis dated 28-9-35 the Sale held on 18-5-35 and confirmed by the Bd on 30-6-35 should be Cancelled

2) The Collr is informed that the auction purchaser of the land - Gorinda Gowd - may be allowed to enjoy the crops on land and that the purchase money may be refunded to him.

put in a file and in records

p13cf

p1cf

Please see the Collr's request at p2cf

25/2/36

26/2

24/2/36

To

The Collr of Bellary with records as per list.

dosl (1) Dis. 1855/36 dt 18-5-35

(2) Loan record.

Note file

Advances. Loans. (Bellary). Bellary Dk. Siddammanhalli village. S.No 157. Sold for loans arrears. Sale not legal

Papers in the file.

(1) mis 3664 dated 28.9.35 (K) | pp1-2ef

(2) mis 429 dt. 31.1.35 (F)

H(3) mis 455 dt 9.2.33 (G) | To AS. (Selt)

J 4587-35

Please see the letter from the Collr. of Bellary at pp1-2ef.

pp1-2ef g (G1) 2. In 1933 the Collr. of Bellary raised a question as to whether recourse to insolvency proceedings was an adequate reason for ordering summary recovery of the entire loan granted under the L.I. Act. The question was fully discussed in the note at pp 1-5 n.f. of Bor mis 455, dated 9.2.33 and

p 9 ef g (G) the Board held that the practice of ordering summary recovery of the entire loan as soon as a borrower filed an insolvency petn. was correct. This was again

p 7 ef g (F) reiterated in Bor no mis 429, dated 31.1.35. Please see in ext pp 1-7 n.f. + Bor at pp 5-7 cf. g (F)

pp1-2ef g (K) In June 1935 a similar question was raised by the Collr. of Chingleput and the Advocate-General who was consulted by the

p 11 ef g (K) Board was of the opinion that it was not correct to order summary recovery but that

reference to the terms of the original Contract
Contained in the loan order merely because
the borrower became an insolvent. He also
added that the sale which took place on the p11 ef g (K)
basis that the entire loan had become due
and default had been committed in the
repayment of that loan must be treated as
null and void. The Board agreed with the p14 ef g (K)
Adv. Genl and directed the Cancelled
the instructions in Bs no 1100 dated 31.1.35. pp5-7 ef g (F)
vide Bs omis 3664 dated 28.9.35. In the p14 ef g (K)
case now cited by the Collr at pp1-2 ef the sale
by the Govt of S. No 157 (belonging to one
Bhimana gowda a Govt debtor under the Act)
to Govinde gowda becomes null and void. The
Appeal revenue advertised the sale of the fd
in question (S No 157) and is contesting
the claim of the purchaser in the revenue sale loans 2 pp 1-2 ref
on the ground that the revenue sale
is null and void. The Collr reports that
the purchaser of the land from the Govt p 2 ef - pl see also the pet at p 3 ef
has raised crops on them, and that he
requests that, in the event of the sale
being Cancelled, he may be permitted
to appropriate for himself the crop on
the land and that the purchase money may
be refunded to him. In view of the fact
that the purchaser has raised crops on
the land after incurring expenditure

on ploughing, manuring, sowing etc it seems that the petitioner's request is a reasonable one. One both may be informed that the purchaser may be allowed to enjoy the crops on land and that the ~~money~~ purchase money may be requested to pain in the event of the sale being Cancelled by the Govt.

For orders

The Collr. should be asked to report ~~what that~~ for what purpose the loan was granted, whether the work has been carried out & whether there are any other circs. justifying the summary recovery of the loan amt, The loan records should also be called for for reference

9/12/35

6/12/35
7.12.35

AS(Lett)

To AS. (Lett)

Draft Submitted

10/12/35

10/12/35
10/12/35

P.T.O.

[Issued as Board's Refce: 7 4587.35-1 & 10.12.35] p 57F
7 160.36 from Collr. p 70F As (Sett)

To A.S.(Sett)

Please see the on at pp 1-3 above, and the orders of Asstt Secy at p 3 above and the Collr's report at p 7 cf The records relating to the grant of the loan referred to is at Ⓠ The Coll on the particulars point raised by the Board (3.) has not reported whether there are any other circumstances justifying the summary recovery of the loan amount.

2. From the loan record at Ⓠ it is seen that a loan of Rs 200 was sanctioned on 14.1.24 p 7 of Ⓠ vide Do 255 repayable in 5 annual instalments that is to say the loan amount ought to have been repaid in the ordinary course by the end of 1929. It is however seen from the remark in red ink dt 19.9.31 (?) at p 13 of Ⓠ that ~~(on 19.9.26?)~~ the amount was collected in full and that the case was closed. It is not therefore clear from the Collr's letter at p 1 cf why summary recovery was ordered on that loan (Do 255) and whether the loan in Ⓠ is the same as that referred to in the Collr's letter. The Collector may be requested to report on these points

Draft Submitted

17/11/36

15/11/36

pp9-11cf [Issues as Boards Reps: 74587.35.2, dates 20.1.36.
pp13-14cf F.577.36 from both]

To A.S.(Sett)

Please see the Boards Reps: at pp 9-11cf and the Collis report at p.13cf. The Collis present history
pp13-14cf report gives a clear ~~fact~~ of the case. It shows that there were no other circumstances justifying summary recovery of the loan advanced except that he files an insolvency petn. Orders are requested on the on. at pp1-3 above

12.2.36 MB 14/2

The sale was confirmed on 30/6/35. Its validity is now contested in the civil Court. The opinion of the Asst. Genl. that the sale in the Cissy reported is illegal. Hence the sale will have to be cancelled

Gl 16/2/36

In view of the A.G's opinion I order effect to be given

20. HL

T.S. The A.G's opinion is wrong to the effect that a person has filed a intends to file an insolvency petition Learn sufficient reason for trying to realise one's debts Even though this appears to be illegal

18/2